



CRESTED BUTTE
Parks & Recreation

TOWN OF CRESTED BUTTE

Big Mine Ice Arena Use Contract



This Contract will be used for private events on Town of Crested Butte (the "Town") property, specifically Big Mine Ice Arena, (the "Facility"). Activities must be approved by the Parks and Recreation Department staff.

Facility User

Name of Organization ("Facility User"): _____

Person Responsible: _____

Phone: Cell _____ Home/Work: _____ Email: _____

Mailing Address: _____ City, State & Zip: _____

Have you included copies of the following?

1. A copy of your current Town of Crested Butte Business License? _____
2. A copy of your current Town of Crested Butte Sales Tax License? _____
3. A copy of your current insurance with the Town of Crested Butte listed as additionally insured (see insurance clause on page 2)? _____

Facility Information

Activity _____

Term Schedule ("Term") Beginning Date: _____ Ending Date: _____

If needed, please attach schedule, otherwise please fill in times.

Day(s): _____ Start Time: _____ End Time: _____

No classes (dates): _____

Do you have a copy and are you familiar with the rules for the Facility you will be using? Yes/No

Please circle the Maximum Number of People at any one time: 0 – 25 26 – 99 100 – 199

Cancellation Policy

30 days prior to the ice slot: A full refund will be issued for the Facility rental fee.

Less than 14 days prior to the ice slot: Facility rental fee will not be refunded.

Post Reservation: If the Facility is reserved and not used, no refund for the fee will be issued.

Event Description: Describe activities that will be performed:

Payment Policy

Hourly Rental Rate: _____ Facility User's Initials: _____ Town's Initials: _____

The Facility User will receive monthly invoices from the Town before the 15th of the preceding month. The Facility User agrees to pay to Town as rent for the Facility during the Term, payable in advance on or before the first day of each calendar month during the Term. Facility User shall pay a \$25.00 late fee and interest at a rate of one and one-half percent (1 ½%) per month (18% per year) on rental or other payments which are not paid when due.

Security Deposit

Security Deposit Amount _____

Facility User shall pay the Town the above sum to be used as security for Facility User's faithful performance of the terms and obligations of this Contract and for the issuance of Town keys. Said amount shall be paid at the time of Facility User's execution of this Contract. This deposit shall be held by the Town during the term. Within thirty (30) days following the expiration of the Term or earlier termination of this Contract, the Town shall either return the security deposit or, as required by Colorado law, provide Facility User with a written statement, setting forth the reason for the retention of any portion thereof together with the payment of the difference, if any, between the amount of the security deposit and the damages claimed by the Town.

Insurance

- (a) At its sole cost and expense, Facility User shall obtain and keep in force during and through the Term "all-risk" property coverage naming the Town and Facility User as their interests may appear.
- (b) At its sole expense, Facility User shall obtain and keep in force during and through the Term commercial general liability insurance with a limit of \$1,000,000.00 per occurrence and in the aggregate for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring the Town and Facility User, including, without limitation, coverage for contractual liability, public liability, liquor liability, broad form property damage and owned, hired and non-owned automobile liability, with respect to the Facility. The insurance shall be noncontributing with any insurance that may be carried by the Town and shall contain a provision that the Town, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury, cost or damage to Town, or the property of the same.
- (c) All insurance required herein and all renewals thereof shall be issued by companies authorized to transact business in the State of Colorado and rated at least A+ Class X by Best's Insurance Reports (property liability) or otherwise approved by the Town in writing. All insurance policies shall be subject to approval by the Town as to form and substance, shall expressly provide that the policies shall not be canceled without 30 days' prior written notice to the Town and shall provide that no act or omission of the Town that would otherwise result in forfeiture or reduction of the insurance shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Facility User may satisfy its obligation under this Section by appropriate endorsements of its blanket insurance policies.
- (d) All policies of liability insurance that Facility User is obligated to maintain (other than any policy of workmen's compensation insurance) shall name the Town as an additional insured. Originals or copies of original policies (together with copies of the endorsements naming the Town as an additional insured) and evidence of the payment of all premiums of such policies shall be made available to the Town on the date first written above. All public liability, property damage liability and casualty policies maintained by the Town shall be written as primary policies, not contributing with and not in excess of coverage that the Town may carry.

(e) The parties waive all rights to recover against each other, or against the elected and appointed officials, employees, contractors, agents, advisors, attorneys, insurers, insurance pools, shareholders, directors, members, managers, officers, suppliers, agents or servants of each other, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Section or any other insurance actually carried by each of them. Facility User shall cause its insurer to issue an appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with Facility User's operations and the Town's operations and property.

Release, Indemnification, and Assumption of Risk In consideration of Facility User being permitted to use the Facility, Facility User, its successors in interest, directors, officers, members, managers, employees, agents, representatives, contractors, material suppliers, visitors, guests, invitees and assignees, each of them (collectively, "Facility User") agree as follows: (a) FACILITY USER HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE TOWN OF CRESTED BUTTE, its successors in interest, insurance carriers, insurance pools, attorneys, elected officials, officers, employees, agents, representatives, vendors, contractors, material suppliers, visitors, guests, invitees, assignees and transferees, each of them (collectively, the "Released Parties") with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Facility User has or which could be asserted on behalf of Facility User in connection with Facility User's use of the Facility, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. (b) Facility User hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Facility User's use of the Facility. Such obligation on the part of the Facility User shall survive the period of the Facility User's use of the Facility. (c) Facility User agrees and understands that there are dangers and risks associated with use of the Facility and that INJURIES AND/OR DEATH may result therefrom, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, Facility User recognizes that property loss, injury and death are all possible. RECOGNIZING THE RISKS AND DANGERS, FACILITY USER UNDERSTANDS AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS IN THE USE OF THE FACILITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

Facility User Print Name: _____
Signature: _____ Date _____

Town Print Name: _____
Signature: _____ Date _____

Office Use Only:

Usage Fee \$ _____ Pymnt Method _____
Date Rec. _____ Int. _____

Deposit Amount \$ _____ Pymnt Method _____
Date Rec. _____ Int. _____

Dep. Amt. Returned \$ _____ Pymnt Method _____
Date Req. _____ Int. _____